BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(wholly owned government of Karnataka undertaking)

Enq No. CEBRAZ/SEO/AEE-1/2025-26/ Enq ET 42 dated 04-10-2025

BIDDING DOCUMENTS

FOR

“Providing services of temporary 32 Nos. of sweepers for cleaning office premises to various circle/ divisions/ sub-divisions in BRAZ jurisdiction , BESCOM for a period of 12 months ” from the date of Contract Award through an agency.

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

(INSTRUCTION TO BIDDERS)

A. INTRODUCTION

1. General Instructions: As enumerated in IFB

2. Qualifying Requirement for Bidders: Eligibilities as enumerated in IFB.

3. Cost of bidding: As enumerated in IFB

THE BIDDING DOCUMENTS

4. Contents of Bidding Document:

4.1 The Service required & to be executed, Bidding procedures & contract terms are prescribed in the Bidding documents. The Bidding Documents is a compilation of the following sections:

1.	Section – I	Invitation For Bids	- IFB
2.	Section – II	Instruction to Bidders	- ITB
3.	ANNEXURE-A	Requirement of Sweepers person	
4.	ANNEXURE- B	Techno-commercial bid	

Price schedule should not be uploaded in Technical-Commercial bid. If uploaded that bidder will be rejected.

Bid Proposal shall be upload through an KPPP portal only by the Bidder.

Bidder is expected to examine all instructions, terms and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect will be at the bidder's risk & may result in the rejection of the Bid.

5. Understanding of Bid Documents:
As enumerated in IFB

6 Clarifications on bid documents:
As enumerated in IFB

7 Amendment of bidding document:
As enumerated in IFB

B. PREPARATION OF BIDS

8.0 Language of Bid:

As enumerated in IFB

9.0 VOID

10.0 Documents comprising the bid:

10.1 The following documents only are to be uploaded by the bidder:

I. **Techno commercial bid:**

As per mentioned in the IFB under clause 8 of Qualifying Requirements

10.2 The Bidder shall uploaded the required documents provided in the Bidding Documents.

10.3 The Bidder shall also upload Documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause **of IFB**.

10.4 The Bid Security has to be paid by e-payment mode in KPP portal only.

11.0 Scope of the proposal:

As per Clause 1.0 of IFB

11.1 No deviation what so ever to certain conditions of the bidding documents as specified in IFB is permitted by the BESCOM and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration.

11.2 Bids not covering the above entire scope of works may be treated as incomplete and hence rejected.

11.3 The Bidder shall complete all the schedules in the Bid Proposal Sheets. The Qualifying data stored to be filled in the required schedule of Bid Proposal Sheets. While furnishing qualifying data, only the list of works carried out on shall be furnished.

12.0 Bid Price:

a. The monthly wages (Basic+VDA) of the sweeper in the price bid are considered as per the prevailing Minimum Wages Act, GoK. Other statutory such as EPF & ESI are as per the prevailing rate.

b. **The bidder shall quote the service charges (exclusive GST) per SWEEPER per month and it should not be less than the amount put to tender** in KPP portal only.

c. Price schedule should not be uploaded in Technical bid. If uploaded that bidder will be rejected.

12.1 The bidder's separation of price components in accordance with clause 12.1 supra will be solely for the purpose of the facilitating the comparison of bids by the Purchaser, for contract price amendment due
to quantity variation and for on account payments (in case of award) and shall not in any way limit the BESCOM rights.

13.0 Taxes:

The agency shall pay EPF, ESI, GST of its employees directly to the respective State Government/Central Government authorities as per rules for the list of sweepers furnished by the contract agency. The concerned paid challans of the preceding month OR invoice raised in GST portal of concerned sweeper only with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the agency. **Remittance of such amount is wholly the responsibility of the agency.**

14.0 Bid Security (EMD):

14.1 Bids shall be accompanied by Bid Security (EMD). The Payment of the same shall be made as per Clause of IFB.

15.0 Period of validity of bids:

15.1 Bids shall remain valid for **180 days from the last date of bid submission** unless otherwise specified in the accompanying special conditions of contract. The BESCOM will reject a bid valid for a shorter period.

15.2 In exceptional circumstances, the BESCOM may solicit the bidder's consent to an extension of the period of validity the request and the response there to shall be made in writing. **The bid security provided under Clause 4.0 of IFB shall also be extended by the same period as**
the extension in the validity of the bid. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required or permitted to modify its bid.

C. SUBMISSION OF BIDS

16.0 Format Of Bids:

The Bids are invited through KPPP mode only. No hard copies of any documents will be accepted.

16.1 The Techno- Commercial Bid consists of Techno – Commercial Sheets.

16.2 A prospective Bidder, who wishes to submit the Bid, shall adopt the following procedure:

i. In addition, when submitting bids via the KPP Portal, an KPP portal Tender Processing Fee must be paid and this is payable as per the instructions provided on the KPPP website.

ii. The details in Techno-Commercial sheets shall be upload on to the website on or before the last date and time of bid submission.

BID OPENING AND EVALUATION.

17.0 Opening of bids by BESCOM:

17.1 On the Date and Time fixed by the Owner for opening of Bids, the **Techno -Commercial Bids** will be opened through KPPP portal which can be viewed by all the bidders through KPP portal web site.

17.2 The Bidder's Names, Bid withdrawal and such other details will be available on the website after opening.

17.3 The Price Bids of all the 'Techno-Commercial" Responsive Bidders shall only be opened through KPPP portal.

17.4 The Bidder's Name, Bid Price and all Discounts if any, Modifications in the Price Bid will be available on the website after opening of the Price Bid.

18.0 Purpose of evaluation of bids:

18.1 The Bids received/accepted/ opened will be evaluated by the owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All
technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.**

19.0 Policy for bids under consideration:

19.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the BESCOM to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the BESCOM and/or his employees/ representatives on the matters related to the bids under consideration.

20.0 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount advantageous to the owner will prevail. If the Bidder does not accept the correction of the errors as above, its Bid will be rejected and the amount of Bids Security will be forfeited.

21.0 Bids Non Transferable:

This bid document is non-transferable. Only the bidder, who has purchased the bid documents is entitled to quote.

22.0 Address for Communication:

Offers should be addressed to the following officer at the address given below:

The Chief Engineer Electy.,
O&M, Zone, BESCOM
5th floor, Rajajinagar Industrial Estate,
Rajajjinagar,
Bengaluru

23.0 BESCOM right to accept any bid and to reject any or all bids:

The BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

24.0 Signing of contract:

24.1 At the same time as the BESCOM notifies the successful Bidder that its bid has been accepted, the BESCOM will send the Bidder the LOI, incorporating all agreements between the parties.

24.2 Within 15 days of receipt of the Contract Award , the successful bidder shall sign and date the same and return it to the BESCOM.

24.3 The Bidder will prepare the Contract Agreement as per the pro-forma enclosed and the same will be signed within 15 (Fifteen) days of Notification of Award.

25.0 Location of Supply of services:

This tender is being floated by the BRAZ, BESCOM. The sweepers shall be provided to respective places as per schedule, in BRAZ jurisdictions. BESCOM reserves the right to make changes in the location list given to the vendor.

26.0 Cost and Currency:

The offer must be made in Indian Rupees only, including the following:

27.0 Performance Certificate:

If the BESCOM is satisfied with the overall working of the system, the Performance certificate will be issued by the concerned divisional officer.

28.0 Issue of contract Award :

The contract Award will be issued after finalization of evaluation process.

28.1 Whatever may be the conditions of sale specified or indicated in the documents, it is only the conditions indicated in the Contract Award will be binding upon BESCOM. On receipt of the Contract Award if any successful bidder finds his inability to accept any of the terms/conditions, he shall raise the issue specifically and immediately get the matter clarified.

29.0 Risk Service Clause:

If the agency fails to provide the sweeper to the designated locations as per the contract, BESCOM reserves the right to obtain or to get the services elsewhere, for such services not so provided or delivered without canceling the contract, after giving due notice to the agency at the risk of the agency to whom the contract is awarded. In respect of the services not yet due the agency shall not be entitled to any saving on such services provided against default. BESCOM reserves the right to recover the cost of such services obtained elsewhere out of the amount payable to the agency.

30.0 Special Instructions to Bidders:

i. The successful bidder shall bear all cost and expenses towards furnishing the contract agreement and performance bank guarantee.

ii. BESCOM reserves the right to postpone the due date of tender opening and to reject any or all the tenders without assigning any reasons what so ever.

iii. It shall be the responsibility of the Contractor to ensure that able and competent staff are deployed to fulfill the obligations under this agreement and shall provide sweepers who will function under the Jurisdictional Chief Engineer(Ele)., BRAZ, BESCOM, Bengaluru.

iv. The Contractor shall ensure satisfactory standards of its Manpower competence, conduct, cleanliness and integrity. Neglect of duties, undesirable act, misbehavior and consumption of alcohol while on duty etc., shall not be condoned and the BESCOM shall be competent to impose fines and penalty for acts of negligence and such amount may also be recovered from the payment due.

v. The Contractor shall not transfer his rights under the agreement to anybody.

vi. The Manpower deployed by the Contractor shall be deemed to be the servants or employees of the Contractor and such staff shall not be considered or deemed to be the employees and servants of BESCOM.

vii. BESCOM shall not be liable to pay any allowance, salary or any other amount under any law for the time being in force to the Manpower deployed by the Contractor. BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time

being in force. The Contractor shall not be entitled to any other allowances or benefits. The BESCOM has the right to direct the Contractor to make payment to the Manpower in the presence of the responsible officer of the BESCOM.

viii. The Contractor shall inform the names of the persons who have been deployed by him within **ten days** of the execution of this agreement. The Contractor shall issue Identity Card affixing latest photograph giving details of Name, Age, date of hiring, any other details, duly signed by authorized person of the Contractor. In case of any change of sweeper deployed by the Contractor, prior concurrence and approval of the authorized officer of the BESCOM is to be obtained.

ix. In case, the sweeper deployed is found to be “not alert” or “not in proper conduct”, then BESCOM shall have the right to terminate the Contract by giving notice of seven days.

x. In case, the person so deployed by the Contractor is found absent, the BESCOM shall have the right to treat such person as ‘absent’ of deficiency in service and deduct the proportionate amount of such person from the bill of the contractor.

xi. The Contractor shall be absolutely responsible and liable for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor’s personnel in their performance of the services required under the contract.

xii. The BESCOM shall not be liable for any illegal action or omission made by the Manpower deployed of the Contractor. In case of any loss or damage to BESCOM on account of any act, omission, negligence on the part of the Contractor and/or its staff etc., in handling of the duties/functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the Contractor or its representatives in compliance of provisions thereof or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations hereunder, the Contractor shall be liable to make good such loss or damage determined by the BESCOM and shall not be open to any question by the Contractor. The BESCOM may recover such amount or loss of damage from the Contractor in terms thereof from the agency. If the amount of such

loss or damage is not recovered or paid up by the Contractor forthwith on demand, the Contractor shall be liable to pay the said amount with an interest @ 18% per annum thereon from the date of demand till the date of actual payment.

xiii. The Contractor shall take liability of Insurance to cover all the Manpower deployed by the Contractor.

xiv. The BESCOM shall not be liable to offer legal services for the offence, if any committed by the Manpower being deployed by the Contractor.

xv. The Contractor shall abide the instructions issued by the authorized officer of the BESCOM.

xvi. The Contractor shall supply the list of records being maintained by them to the BESCOM. These records will be scrutinized/inspected by the authorized officer of BESCOM. The personnel of the Contractor deployed are required to maintain the prescribed registers/records as regards the daily works carried out, in the
prescribed form. They are also required to forward daily reports as may be prescribed from time to time.

xvii. The Contractor shall bear all costs and expenses in respect of all charges, stamp duty etc., in respect of the agreement to be entered into.

xviii. This agreement may be terminated by either party by giving to the other one calendar week notice in writing and on the expiry of the said period, the agreement shall come to an end.

xix. In case of any dispute between the Contractor and workers, BESCOM will not be a party to them.

xx. In the event of any, dispute or difference arising under this contract agreement, shall refer the same to the Chief Engineer Ele., BRAZ, BESCOM whose decision shall be final and binding on both the parties to this contract.

31.0 Accommodation and Transport:

The Company is not liable to provide any accommodation or transport to the personnel deployed at the premises. The Contractor shall make his own arrangements

32.0 Acceptance of Personnel:

The Company reserves the right to accept or reject any personnel deployed by the contractor before being allowed to perform duties of the premises. The decision in this regard by the company shall be final and binding and no correspondence in this regard shall be entertained.

33.0 Attendance:

Attendance of the personnel provided by the contractor to company shall be maintained by the contractor.

34.0 Liability for Accidents, injury, illness etc.,

34.1 The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any personnel deployed by the contractor during the course of duties. The contractor shall be solely responsible for all such happenings.

34.2 The Contractor shall take liability of Insurance to cover all the labourers employed by the Contractor.

34.3 The Contractor is responsible for providing weekly one leave and relief etc, at no cost basis other than the agreed monthly sum.

35.0 Terms and Conditions:

35.1 These Terms and Conditions will be binding on all the bidders. Terms and conditions of the bid documents will also form a part of the Contract Award, to be issued to the successful bidder(s) on the outcome of the tender process.

35.2 The contractor shall provide uniform to his employees the pattern of which will be different than that of the Company as followed for its employees and they shall wear them at all times while at work and maintain such uniforms. The Contractor shall also provide all safety items such as safety shoes, gloves, masks, etc.

35.3 The Contractor’s employees will make their own arrangements for food and snacks while at work at their own cost and the company will not entertain any financial expenditure or provide any canteen facility.

36.0 For any other clarification please contact:

1. Assistant Executive Engineer (Ele)(O), O&M Zone BESCOM, Mobile: 9741414411.

Chief Engineer Electy.,
BRAZ, BESCOM.